

Superfund Records Center
SITE: Centerdale Manor
BREAK: 11.9
OTHER: 486366

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Appellant Emhart Industries, Inc. ("Emhart") and Appellee United States of America on behalf of the United States Environmental Protection Agency.

WHEREAS:

- a. The United States has entered into Consent Decrees with Brook Village Associates Limited Partnership ("Brook Village") and Centerdale Manor Associates Limited Partnership ("Centerdale Manor") that would require, in part, the payment to the United States of a portion of the total settlement amount. The Consent Decrees would also require payments to the State of Rhode Island and to the United States on behalf of the Department of the Interior for Natural Resource Damage costs.
- b. The Effective Date of the Consent Decrees are following the entry by the District Court for the District of Rhode Island and the conclusion of all appeals of such entry.
- c. The District Court for the District of Rhode Island entered the Consent Decrees on November 6, 2006.
- d. Emhart appealed the entry of the Consent Decrees to the Court of Appeals for the First Circuit and the case has been docketed as No. 07-1025.

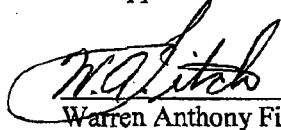
NOW, THEREFORE, in order to resolve their disputes fairly and expeditiously and to avoid the expense of further litigation, Appellant Emhart and Appellee United States hereby agree as follows:

1. Appellant Emhart shall file a Motion for Voluntary Dismissal With Prejudice with the First Circuit Court of Appeals in this case, Docket No. 07-1025.
2. Appellee United States shall, upon receipt of any payments pursuant to paragraphs seven, ten and eleven of each Consent Decree, and paragraph twelve of the Consent Decree with Brook Village Associates, place such amounts in the Centerdale Manor Restoration Project Special Account within the EPA Hazardous Substance Superfund and such payments shall be used to fund future response actions at the Centerdale Manor Restoration Project Superfund Site ("Site") commenced after the issuance of the Record of Decision for the Site and conducted in accordance with the National Contingency Plan.
3. Except for the obligations arising hereunder, this Agreement is not an admission by any party hereto with respect to any of the claims of any kind made in this litigation, and nothing herein may be utilized by any party as precedent or evidence of liability of any kind, in this case or any other.
4. This Agreement contains the entire agreement of Appellant Emhart and Appellee United States with respect to the subject matter hereof. Upon its execution by all parties, this

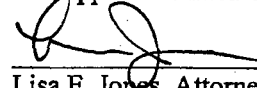


Agreement shall constitute a binding agreement between Emhart and the United States enforceable in accordance with its terms.

For Appellant Emhart Industries, Inc.:

 Date: 2/7/06
Warren Anthony Fitch
Bingham & McCutchen LLP
2020 K Street NW
Washington, DC 20007
(202) 373-6695
Counsel for Emhart Industries, Inc.

For Appellee United States of America:

 Date: 3/22/07
Lisa E. Jones, Attorney
Jerome W. MacLaughlin, Trial Attorney
Environment & Natural Resources
Division
U.S. Department of Justice